



Mobile Deposit User Agreement

This Mobile Deposit User Agreement (“Agreement”) contains the terms and conditions for the use of First National Bank of Steeleville (“FNB”, “bank”, “us”, “our”, or “we”) may provide to you (“you”, or “User”). Other agreements you have entered into with the Bank, as applicable to your account(s), are incorporated by reference and made a part of this Agreement, including Online Banking Agreement.

1. Services. FNB Mobile Deposit Services (“Services”) are designed to allow you to make deposits to your checking, savings, or Money Market Accounts from home or other remote locations by capturing the image of a check and delivering the images and associated deposit information to the Bank or our designated processor.

2. Acceptance of these terms. Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change at any time. We will notify you of any material change via e-mail, text message, or on our website by providing a link to the revised Agreement. Your continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, First National Bank of Steeleville reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

3. Limitations of Service. When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website to notify you of these interruptions in service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend, or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

4. Hardware and Software. In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software. The Bank is not responsible for any third-party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at time of download and installation.

5. Fees. This is a free service offered by the Bank. First National Bank of Steeleville may change the fees for use of the Services at any time pursuant to the section titled “Acceptance of these Terms” above. You authorize the Bank to deduct such fees from the same bank account as you mobile deposit.

6. Compliance and Indemnification. You agree to use the product and Services for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and will handle the original items in accordance with applicable laws, rules and regulations.

Any image of a check that you transmit using the Services must accurately and legibly provide all the information on the front and back of the check necessary to process the check, including any required endorsements.

You are responsible for any loss or overdraft plus any applicable fees to your Account due to an item being returned.

In the event any item you transmit for mobile deposit this is credited to your account is dishonored, you authorize us to debit the amount of such item from your account.

You understand and agree that the Services may at times be temporarily unavailable due to system maintenance or technical difficulties including those of the Internet. In the event that the Services are unavailable, you acknowledge that you can deposit an original check at Bank branches or by mailing the original check to Bank at our current address. It is your sole responsibility to verify that items deposited using the Services and Application have been received and accepted for deposit.

Processing of transactions may be limited based on our normal hours of operation, or those of third party financial Services organizations involved in a transaction.

You make the following warranties and representations with respect to each image of an original check you transmit when utilizing the Services:

- Each image of a check transmitted to use is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.

You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.

Other than the digital image of an original check that you remotely deposit through the Services, there are no other duplicate images of the original check.

You have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.

You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.

The information you provided remains true and correct and, in the event any such information changes, you will immediately notify us of the change.

You have not knowingly failed to communicate any material information to us.

You have possession of each original check deposited using the Services and no one will submit, or has submitted, the original check for payment.

Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on the network, data, or related systems.

In the event that you believe there has been an error with respect to any original check or image thereof transmitted for deposit, you will immediately contact us regarding such error or breach.

7. Eligible Items. You agree to scan and deposit only “checks” as that term is defined in Federal Reserve Regulation CC (“Reg. CC”). When the image of the check transmitted to the Bank is converted to an image for subsequent presentment and collection, it shall thereafter be deemed an “item” within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
- Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, or fraudulent or otherwise not authorize by the owner of the account on which the check is drawn.
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit. Checks or items prohibited by the Bank's current procedures relating to the Services or which are otherwise not acceptable under the terms of your account.
- Checks with any endorsement on the back other than that specified in this Agreement.
- Checks that have previously been submitted through the Services or through a remote deposit capture service offered at any other financial institution.
- Checks that have been previously deposited or negotiated in any way via any method at First National Bank of Steeleville or any other financial institution.

8. Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the Services as "FNB Steeleville Mobile Deposit Only and the owner's signature" or as otherwise instructed by the Bank. You agree to follow any and all other procedures and instructions for use of the Services that the Bank may establish from time to time.

9. Receipt of Items. We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from First National Bank of Steeleville that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete, or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account, at any time, any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

10. Availability of Funds. Checks deposited via the Service by the Bank's stated 4:00 PM CST deadline (Monday through Friday excluding Holidays) will be considered deposited on that business day and subject to the Funds Availability disclosure provided during account opening. Otherwise, we will consider that the deposit was made on the next business day the Bank is open. Funds deposited using the Services will generally be made available on the first business day after the day of deposit.

11. Disposal of Transmitted Items. Upon your receipt of a confirmation from the Bank that we have received an image that you have transmitted, you agree to prominently mark the item as "Electronically Presented", "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. You agree to retain the check for at least 7 calendar days from the date of the image transmission. After 7 days, you agree to destroy (shred) the check that you transmitted. During the time the retained check is available, you agree to properly handle the check and upon request, promptly provide it to us.

12. Deposit Limits. We reserve the right to and may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your

deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

13. Presentment. The manner in which the items are cleared, presented for payment, and collected shall be at First National Bank of Steeleville's sole discretion subject to the agreements governing your account.

14. Errors. You agree to notify the Bank of any suspected errors regarding items deposited through the Services immediately, and in no event later than 30 days after the applicable account statement is sent. Unless you notify us within 30 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against First National Bank of Steeleville for such alleged error.

15. Errors in Transmission. By using the Services, you accept the risk that an item may be intercepted or misdirected during transmission. The Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

16. Image Quality. The image of an item transmitted to the Bank using the Services must be legible, as determined at the sole discretion of First National Bank of Steeleville. Without limiting the foregoing, the image quality of the items must comply with requirements established from time to time by First National Bank of Steeleville, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

17. User Warranties and Indemnification. You warrant to First National Bank of Steeleville:

- You will only transmit eligible items.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- All information you provide to the Bank is accurate and true.
- You will comply with this Agreement and all applicable rules, laws, and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- You agree to indemnify and hold harmless First National Bank of Steeleville from any loss for breach of this warranty provision.

18. Cooperation with Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including providing, upon request and without further cost, any originals or copies of items deposited through the Service, in your possession and your records relating to such items and transmissions.

19. Termination. We may terminate this Agreement at any time, for any reason, without notice. This Agreement shall remain in full force and effect unless it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your account agreement or any other agreement with us.

20. Enforceability. We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

21. Ownership & License. You agree that the Bank retains all ownership and proprietary rights to the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restrictions of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to First National Bank of Steeleville's business interest, or (iii) to First National Bank of Steeleville's actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

22. Disclaimer or Warranties. You agree your use of the Services and all information and content (including that of third parties) is at your risk and is provided on an "as is" and "as available" basis. We disclaim all warranties of any kind as to the use of the Services, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and noninfringement. We make no warranty that the Services (i) will meet your requirements, (ii) will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the Services will be accurate or reliable, and (iv) any errors in the Services or technology will be corrected.

23. Limitation of Liability. You agree that we will not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including, but not limited to damages for loss of profits, goodwill, use, data, or other losses resulting from the use of the inability to use the services incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of this Services, regardless of the form of action or claim (whether contract, tort, strict liability, or otherwise), even if First National Bank of Steeleville has been informed of the possibility thereof.

(End-Mobile Deposit User Agreement)